

Satisfied
Pg 176 BK K

Stearns to Draper

This Indenture Witnesseth that Gilbert D. Stearns an unmarried man of Portland Oregon, party of the first part for and in consideration of the sum of four hundred and sixty eight dollars to him in hand paid, the receipt whereof is hereby acknowledged has bargained and sold and by these presents does bargain, sell and convey unto Aurie M. Draper, the party of the second part, the following described premises, to-wit:
The Northeast quarter of the Southwest quarter and Lots six (6) and seven (7) of Section six (6) in Township two (2) North of Range seven (7) East of Willamette Meridian in Skamania Co/Wash. Together with tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining unto the said Aurie M. Draper her heirs and assigns forever. This conveyance is intended as a mortgage to secure the payment of the sum of four hundred sixty eight dollars in accordance with the tenor of a certain promissory note of which the following is a copy to-wit:

\$468.00
Portland, Oregon Feby 28th 1911
On or before one year after date without grace I promise to pay to the order of Aurie M. Draper at the office of J. W. Draper 433 Sherbock Bldg Portland, Ore. four hundred and sixty eight dollars in Gold Coin of the United States with interest thereon on like gold coin at the rate of eight per cent per annum from date until paid for value received. Interest to be paid semi-annually and if not so paid the whole sum of both principal and interest to become immediately due and collectible at the option of the holder of this note. And in case suit or action is instituted to collect this note or any portion thereof I promise to pay in addition to the costs and disbursements provided by statutes such additional sum as the court may adjudge reasonable as attorneys fees in said suit or action.

(Signed) Gilbert D. Stearns

Now, if the sums of money due upon said instrument shall be paid according to the agreements therein expressed, this conveyance shall be void, but in case default shall be made in the payment of the principal and interest as above provided, then the said Aurie M. Draper or her legal representatives may sell the premises above described with and every of the appurtenance or any part thereof in the manner provided by law, and out of the money arising from such sale retain the said principal and interest together with the costs and charges of making such sale and a reasonable sum as attorneys fees and the overplus if any thereof be paid over to the said Gilbert D. Stearns his heirs or assigns. And the said party of the first part does covenant and agree to pay to the party of the second part her heirs or assigns all the said sum of money as above mentioned.

Witness my hand and seal this 28th day of March 1911

Done in presence of

Vera L. Tucker

Gilbert D. Stearns (Seal)

R. C. Prince

State of Oregon
County of Multnomah, ss. Be it Remembered that on this 28th day of March 1911 before me the undersigned a Notary Public for Oregon, personally appeared the within named Gilbert D. Stearns who is known to me to be the individual described in and who executed the within instrument and acknowledged that he executed the same freely and voluntarily for the uses and purposes therein mentioned.

In Testimony Whereof I have hereunto set my hand and official seal the day and year last above written.

(Notarial Seal)

J. W. Draper
Notary Public for Oregon

Filed for record by J. W. Draper on March 30th 1911 at 1.15 P.M.

A. Fleischhauer

Co. Auditor

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